

AG Contract No. KR96 0086TRN
ADOT ECS File No. JPA 96-05
Project: IR-10-4(124)/H2386 01C
Section: I-10, Miracle Mile - Speedway

CITY OF TUCSON CONTRACT NO. 0148-96

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF TUCSON**

THIS AGREEMENT is entered into 25 APR 11, 1996,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended,
between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF
TRANSPORTATION (the "State") and the CITY OF TUCSON, acting by and through its
MAYOR and CITY COUNCIL (the "City").

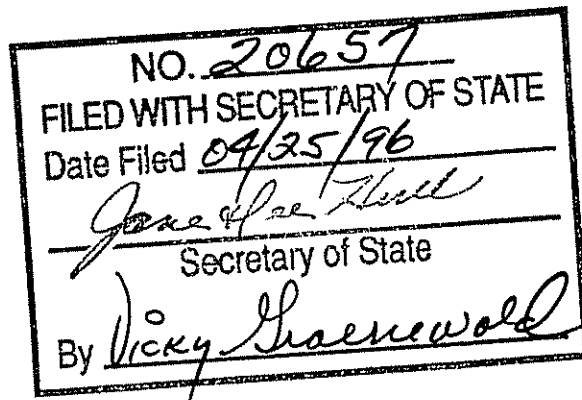
I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to an improvement project to I-10 from Miracle Mile to Speedway Blvd. now under construction by the State, the State had planned standard traffic signal loop detectors at the I-10 intersections of Grant Road and Speedway Blvd, at a cost of \$101,100.00. The City has requested the State to upgrade those signals utilizing video traffic detectors, all redesign and construction (less the cost of standard traffic signal loop detectors) at City expense, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:



II. SCOPE

1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services required for a construction change order and construction. Incorporate City review comments received not later than one week after being provided.

b. Negotiate with the State's construction contractor, and with the concurrence of the City, award a construction change order for the Project. Administer same and make all payments to the contractor. Confer with the City on any Project related contract modifications. Be responsible for any contractor claims for extra compensation attributable to the State on the State's project.

c. Upon completion, approve and accept the Project as complete.

d. Invoice the City for all costs of the Project redesign and construction, over and above the State's budgeted amount of \$101,100.00.

2. The City will:

a. Review the design documents and provide comments no later than one week after receipt of design documents.

b. Be responsible for all costs of the Project redesign and construction over and above the State's budgeted \$101,100.00. Be responsible for any contractor claims for extra compensation attributable to the City.

c. Prior to any costs being incurred, retain the right to cancel the Project in the event of excessive construction cost.

d. Upon completion and acceptance of the Project by the State, provide operation, maintenance and electrical energy to operate the signals.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said construction and payments; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a I-10 traffic interchange Project construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation
Joint Project Administration
205 South 17 Avenue, MD 616E
Phoenix, AZ 85007

City of Tucson
Transportation Director
Box 27210
Tucson, AZ 85726-7210

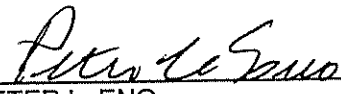
Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

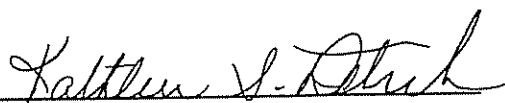
CITY OF TUCSON

STATE OF ARIZONA
Department of Transportation

By 
GEORGE MILLER
Mayor

By 
PETER L. ENO
Contract Administrator

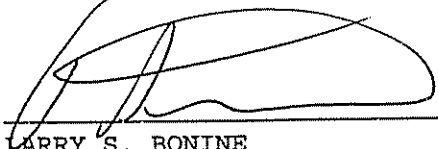
ATTEST

By 
KATHLEEN S. DETRICK
City Clerk

RESOLUTION

BE IT RESOLVED on this 17th day of January 1996, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Tucson for the purpose of defining responsibilities for the design, construction and maintenance of video traffic detectors at the intersections of I-10 and Grant and I-10 and Speedway Roads.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.


for LARRY S. BONINE
Director

ADOPTED BY THE
MAYOR AND COUNCIL
APR 8 1996

RESOLUTION NO. 17224

RELATING TO LAW ENFORCEMENT; APPROVING AND AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TUCSON AND THE STATE OF ARIZONA ON BEHALF OF THE DEPARTMENT OF TRANSPORTATION FOR THE INSTALLATION OF ADVANCED VEHICLE DETECTION EQUIPMENT FOR TRAFFIC SIGNALS AT INTERSTATE 10 AND GRANT ROAD AND INTERSTATE 10 AND SPEEDWAY BOULEVARD.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. The Intergovernmental Agreement with the State of Arizona on behalf of the Department of Transportation for the installation of advanced vehicle detection equipment for traffic signals at Interstate 10 and Grant Road and Interstate 10 and Speedway Boulevard, attached hereto, is approved.

SECTION 2. The Mayor is hereby authorized and directed to execute the said Intergovernmental Agreement for and on behalf of the City of Tucson and the City Clerk is directed to attest the same.

SECTION 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.


SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Tucson that this resolution become immediately effective, an

APPROVAL OF THE CITY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement between the State of Arizona on behalf of the Department of Transportation, and the CITY OF TUCSON and declare the Agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 13th day of March, 1996.

CITY OF TUCSON

By 
Elisabeth Sotelo
Principal Assistant City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

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Direct: 542-8837

Fax: 542-3646

MAIN PHONE: 542-5025

TELECOPIER: 542-4085

GRANT WOODS
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR96-0086-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

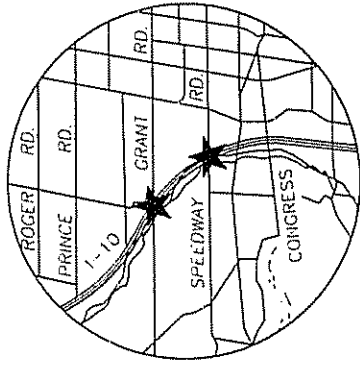
DATED this 18th day of April, 1996.

GRANT WOODS
Attorney General

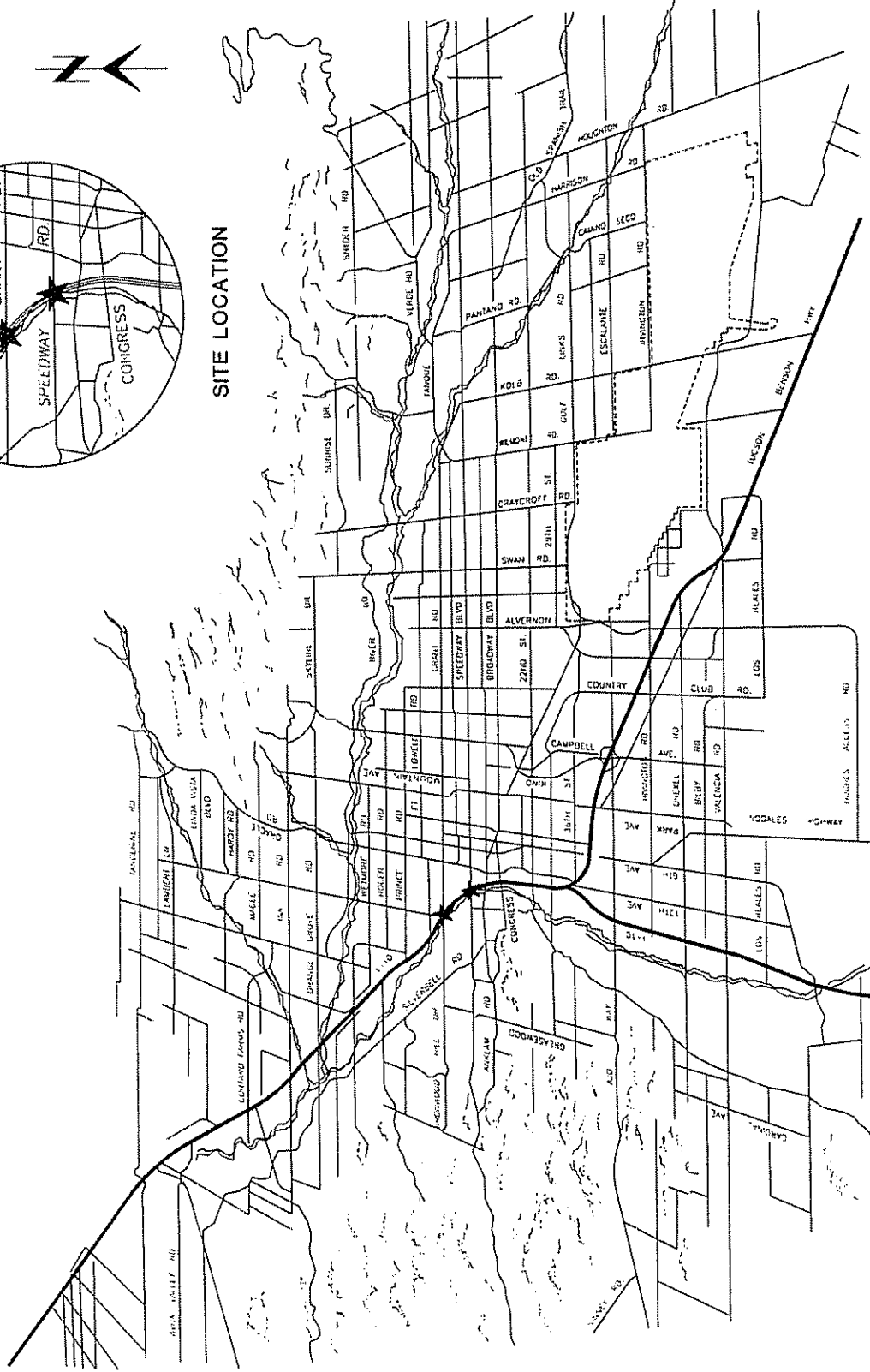
JAMES R. REDPATH
Assistant Attorney General
Transportation Section

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CITY OF TUCSON



SITE LOCATION



GRANT ROAD AND I-10 SPEEDWAY BLVD AND I-10
VIDEO DETECTION INSTALLATION